

STAFF REPORT

TOWN COUNCIL MEETING OF OCTOBER 14, 2014

To:

Town Council

From:

Town Manager

Subject: Request for Proposals (RFP) for Landscape Maintenance Services

Date:

September 15, 2014

RECOMMENDED ACTION:

Authorize the Town Manager to issue an RFP for Landscape Maintenance Services

DISCUSSION:

Currently the Town contracts with True Green Land Care for landscape maintenance of Magnolia Street Parking Lot, Multi-Modal Center, Blue Anchor Park and Parking facility, Sunrise Loomis Park, Town Corporation Yard, Hunter Oaks Subdivision (Entrance & Berm), Rachel Estates Subdivision (Entrance) and Shelter Cove Subdivision (Entrance). During recent times, the current landscape maintenance has been below par. On several occasions the landscape maintenance company has failed to perform the tasks set forth in the agreement, including, but not limited to, sprinkler maintenance and testing, adequate pruning, weed abatement and proper mowing. Staff would also like to include maintenance of the Sierra College Boulevard landscaping as well as in the future adding the Taylor Road and Sierra College landscaping proposed as part of the 2014/2015 CIP. Staff proposes to bundle all of the Town's maintenance agreements into one contract.

As such, staff is recommending that an RFP be sent to a minimum of 3 local firms who perform this type of work. In addition, the Town will notice the availability of the RFP on the Town's Web site.

CEQA:

There are no CEQA issues associated with this item.

FINANCIAL IMPLICATIONS:

Currently the Town expends a little over \$31,000 per year for landscape maintenance services. Financial implications will be evaluated based on the submitted bids.

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TOWN OF LOOMIS

REQUEST FOR PROPOSAL

For:

LANDSCAPE MAINTENANCE SERVICES

Town of Loomis
Public Works Director
3665 Taylor Road
P.O. Box 1330
Loomis, CA 95650
Attn. Brian Fragiao
Phone: 916-652-1840

Fax: 916-652-1847

Objective:

The Town of Loomis is soliciting proposals from qualified firms in order to establish a contract, or set of contracts, for landscaping services in order to maintain specified areas within the Town.

General Information:

Applicant shall submit 6 (six) copies of their proposal.

Proposals shall be received on or before the date and time indicated on the cover sheet. Proposals shall be delivered to the address shown on the cover sheet. Proposals shall be delivered in an envelope clearly marked: Proposal for Landscape Services. The applicant's name, address and telephone number shall be included on the envelope.

Evaluation:

All proposals shall be complete and convey all of the information requested in order to be considered responsive. If the proposal fails to conform to the essential requirements of the RFP, the Town alone will determine whether the variance is significant enough to consider the proposal susceptible to being made acceptable and therefore a candidate for further consideration, or not susceptible to being made acceptable and therefore not considered for award.

Only the information provided with the proposal, subsequent discussions and clarifications provided in writing, and the proposal's written Best and Final Offer, will be used in the evaluation process and award determination.

Proposals will be compared based upon a combination of factors, and a contract will be awarded based upon the recommendation of the Public Work's Director's evaluation of the factors. More than one contract may be awarded. The factors to be considered are:

Professional qualifications of the personnel proposed to perform the work.

Prior experience of the firm in providing landscape maintenance services to the Town and to other jurisdictions.

Availability of the firm to perform necessary services upon demand.

Location of firm's offices providing services.

Availability of one individual from the firm to be contact person for the Town on all landscape issues.

Consultant Response to include the following:

I. Insurance

List general, automobile and professional liability insurance sufficient to meet minimum requirements of the Town Risk Management Department.

II. Prior Experience

List examples of prior experience in providing landscape maintenance services to either the Town or a similar agency. If applicant has not provided this service to the Town before, include references from each agency where service has been provided.

III. Cost of Services

Proposals shall include a "not to exceed" monthly amount for each of the facilities:

Locations

Monthly Not-to-Exceed Amounts

Sunrise-Loomis Park
Magnolia Street Parking Lot
Multi-Modal Center & Blue Anchor Park Parking Facility
Fown Corporation Yard
Sierra College Blvd Median
Hunter Oaks Subdivision (Entrance & Berm)
Rachel Estates Subdivision (Entrance)
Shelter Cove Subdivision (Entrance)

All bids shall be based upon performing the following work:

Upon award of a contract, the consultant shall perform the following landscape maintenance services and/or field inspection services.

- 1. <u>Scope of Services</u>. Under the general direction of the Loomis Town Engineer, Landscaper shall provide landscape maintenance services in a timely and professional manner, at the following specified locations, in the manner outlined herein:
 - A. Sunrise Loomis Park, Magnolia Street Parking Lot, Multi-Modal Transportation Center and Blue Anchor Park & Parking Facility.

1a. Lawn Care (Sunrise Loomis and Blue Anchor Park only)

- (a) Landscaper shall mow the lawns once a week except for the winter months, during which time frequency of mowing will be determined by growing conditions, and edge twice per month, weather permitting, in order to maintain a neat and uniform appearance. Cuttings may be left on the lawn, but debris shall be promptly removed;
- (b) Landscaper shall fertilize the lawns with an industry accepted fertilizer suitable for the season as necessary or as directed by the Town Engineer; and
- (c) Landscaper shall apply broad-leaf and pre-emergent herbicides as required to keep the lawns continuously free from weeds. (Cost competitive organic alternatives for weed abatement may be acceptable but must be approved by the Town Engineer before they are used).

1b. Pruning and Staking (All sites)

Tree pruning shall be performed with the intent of developing structurally sound trees, symmetrical appearance typical of the species with proper safety clearance and structure.

- (a) Landscaper shall prune, trim and shape, trees, shrubs and ground cover, as necessary to prevent interference with parking stalls, curbs, walkways, sprinklers, adjacent property and linesof-site; as necessary to avoid potentially dangerous impediments; and as necessary to make the landscaping look appropriate from an aesthetic standpoint;
- (b) Landscaper shall stake and guy trees and shrubs as necessary, and shall be responsible for damage caused by a stake or guy hardware coming in contact with a tree or shrub; and
- (c) Landscaper shall remove dead trees and shrubs and notify the Town Engineer of the circumstances under which they were damaged. If trees, shrubs or ground cover parish due to the Landscaper's negligence, it shall be solely responsible for replacing the landscaping at its cost.
- (d) All pruning shall be done using the Western Chapter of the International Society of Arboriculture's pruning standards, approved methods and techniques.

2. Fertilization and Staking (All sites)

- (a) Landscaper shall apply fungicide, herbicide and pesticide of the types and in the amounts best suited to control pests, weeds and plant disease;
- (b) Landscaper shall apply insecticides of the types and in the amounts best suited to protect the plant material from damage, including that caused by slugs and snails; and
- (c) Landscaper shall be responsible for choosing, and paying for, fertilizers, chemicals and insecticides. The Town may make specific requests regarding the type of fertilizers, chemicals or insecticides used, as long as it is responsible for increase in costs that results.
- 3. Sprinklers and Drip Systems (All sites)

- (a) Landscaper shall check and adjust sprinkler valves and heads every two weeks, in addition to operating the sprinklers as required to maintain the landscaping;
- (b) Landscaper shall provide the equipment needed to repair all sprinkler valves, heads and water line breaks and the labor needed to repair minor valve and head problems and water line breaks;
- (c) Landscaper shall notify the Town of the cost of, and circumstances requiring, the replacement of parts or materials before such replacement is done;
- (d) The prior authorization of the Town Engineer is needed before the Town pays for replacement valves, timers, main lines or other parts.

4. Clean Up (All sites)

- (a) Landscaper shall keep the site free from trimmings, paper, rubbish or other objectionable materials;
- (b) Landscaper shall not leave trimmings or dirt on any paved, concrete or play areas;
- (c) Landscaper shall be solely responsible for waste materials on site, and in no event, shall Landscaper allow waste to be disposed of improperly; and
- (d) Landscaper shall be solely responsible for the weekly removal of leaves, paper and other debris, from the adjacent street pavement, sidewalks and landscaped areas

5. Equipment

(a) Landscaper shall provide all equipment necessary to perform the services required of Landscaper hereunder, at its sole cost.

6. Emergency Services

- (a) Landscaper shall respond to emergency calls and provide necessary services as dictated by the circumstances.
- 2. <u>Time of Performance/Accountability</u>. Landscaper acknowledges that time is of the essence and shall complete all work as expeditiously as possible. Landscaper shall in advance present to the Town Engineer a written schedule of work to be performed for each six month period, and shall keep a work diary detailing the work actually

accomplished during that six month period. Landscaper shall meet with the Town Engineer once every three months and compare the schedule of work with those items indicated as completed in the work diary. Landscaper shall follow some form of landscape maintenance standards such as Sunset Landscaping or its equivalent, and be prepared upon request to explain and defend its applications and practices in the field against such standard. Landscaper shall submit a monthly maintenance report summarizing work provided.

3. <u>Compensation</u>. For services rendered under this Agreement, Town shall pay Landscaper based on the monthly rates in amounts not to exceed those stated for each of the locations identified in III, above.

In the event of an increase or decrease in the Western Regional Consumer Price Index the compensation hereunder shall be adjusted by a like amount not to exceed five (5) % per annum.

- 4. <u>Methods of Payment</u>. Payments by Town to Landscaper shall be made in amounts based on the work completed monthly by Landscaper. Each request for payment shall be supported by monthly progress reports (including the number of hours worked and the hourly rates). Within 30 days of receipt of these billings, Town shall make payment for verified work.
- 5. <u>Termination</u>. Town shall have the right to terminate this Agreement at any time without cause in which case Landscaper shall turn over all documents covered by section 6., below, to the Town, and Town shall pay Landscaper for all work actually performed to that point.
- 6. Records. All records, files, reports, etc., in possession of the Landscaper relating to the matters covered by this Agreement shall be the property of the Town, and Landscaper hereby agrees to deliver same to the Town upon termination of the Agreement.
- 7. <u>Insurance</u>. During the term of this Agreement, Landscaper shall maintain in full force and effect the following policies of insurance and provide the Town with certificates evidencing that the Town has been added as additionally named insured:
- (a) General Liability. \$1,000,000 per occurrence for bodily and property damage. If Commercial General Liability Insurance or another form with a general aggregate limit is used, either the general aggregate limit shall apply separately to this project or the general aggregate shall be twice the required per occurrence limit.
- (b) Automobile Liability. \$300,000 per accident / \$100,000 each person for bodily injury; and \$100,000 for property damage.
 - (c) Worker's Compensation Insurance. In amounts required by law.

- 8. <u>Amendments</u>. Amendments to this Agreement shall be in writing and signed by the Town.
- 9. <u>Indemnity</u>. Landscaper is an independent contractor and its employees shall not be employees of or have any contractual relationship with the Town. Landscaper shall save and hold the Town harmless from any and all claims or causes of action for death or injury to persons, or damage to property resulting from intentional or negligent acts, errors, or omissions of Landscaper or its employees during the performance of this Agreement.
- 10. <u>Assignability of Agreement</u>. This Agreement contemplates the personal performance of the Landscaper and is based upon a determination of its unique competence and experience. Assignments of any or all rights, duties or obligations of Landscaper under this Agreement will be permitted only with the express written consent of the Town.

Award of Contract:

In closing, all proposals are due by _____, 2014 by 4:00 pm to the Town of Loomis Clerks Office.